

### **Remarks**

Claims 1-4, 6-20, 22, 23, 25-32 and 36-37 are pending. Claims 1-4, 6-20, 22, 23, 25-32 and 35-37 are rejected.

Claim 29 is objected to

because the claim language "storing the signature value in the signature value portion of the signature block **before** storing payload data to the information object portion" can not be equivalent to the claim limitation such as (a) "the signature computed only on data in the covered data portion" or (b) "such that the payload data is not included in computing the signature" (see Claim 1). Examiner notes this is because the sequence of generating a signature with respect to the covered data portion and the payload data portion has nothing to do with the sequence of storing the signature value and the payload data to the information object portion — unless Applicant can specifically point-out the section of the disclosure from the specification that supports this particular claim amendment.

Office Action, September 10, 2008, p. 2 (emphasis in original).

Applicants' Attorney directs the Examiner to page 13, lines 3-23 of the Application.

Claims 1-4, 6-16, 20, 22, 23, 25-32 and 35-37 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Pub. No. 2003/0093678 (Bowe) and U.S. Pub. No. 2001/0051996 (Cooper). Claims 17-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bowe, Cooper and U.S. Pub. No. 2002/0040431 (Kato).

With regard to claim 1, Cooper does not disclose generating, at a server, a signature corresponding to a signature block, the signature block having a covered data portion and an information object portion, the signature computed only on data in the covered data portion. The Examiner asserts that "a digital signature is created as a watermark using a watermark signature key and a watermark (i.e. digital signature) is generated based upon the

content ID (i.e. uniquely identify a related content to be downloaded), the source of a content, and the identity of the user." Office Action, September 10, 2008, p. 6. Based on this assertion, the Examiner concludes that "the covered / signed data portion and the information object portion (i.e. content payload) are separate and independent portions with respect to the signature generation) . . . ." *Id.* Cooper, however, lacks a signature block having a covered data portion and an information object portion. Cooper merely states that "[a] watermark is generated by the system which relates to the content to be downloaded, the source of the content and the identity of the user." Cooper, [0019]. Cooper also states that "the watermark may be the consumer's ID," Cooper, [0196], and that "the watermark [may be] a transaction ID rather than a serial number of a digital certificate," Cooper, [0198]. Generating a watermark based on content to be downloaded, the source of the content or the identity of the user does not somehow disclose a signature block having a covered data portion and an information object portion. What is Cooper's "signature block"? What is Cooper's "information object portion" of its "signature block"? (It cannot be the content payload to be downloaded as suggested by the Examiner because the "payload data" of claim 1 is stored "in the information object portion at the remote client.")

With regard to claim 1, the Examiner asserts that

It would have been obvious . . . to combine the teaching of Cooper within the system of Bowe because (a) Bowe teaches providing digital signatures on electronic documents and for authenticating the documents by verifying their digital signatures . . . and (b) Cooper teaches a more effective mechanism in marking and creating digital signatures as a watermark using a watermark signature key by identifying digital media files with authentication information solely based upon the content ID (i.e. uniquely identify a related content to be downloaded), the source of a content, and the identity of the user which is not involved with the content payload data . . . .

Office Action, September 10, 2008, p. 7.

Assuming, *arguendo*, that Bowe and Cooper teach every limitation of claim 1, the Examiner has not established a *prima facie* case of obviousness. The Examiner asserts that Cooper's signature

"is generated based on the digital watermarks which contains non-payload data information such as the source of the content (i.e. source ID) and the identification of the authorized user of the digital content (i.e. authorized user ID)." Office Action, September 10, 2008, p. 7. It is an essential feature of Bowe, however, that "[a] user sends a data object to the server, and the server generates a digital signature for the data object . . . ." Bowe, Abstract. That is, "[i]t is [an] object of [Bowe] to provide a digital signature system that allows a remote client to send a data object to the server, and the server generates a digital signature on the data object and returns the signature to the client." Bowe, [0033]. Modifying Bowe such that its server no longer processes a data object from a client to generate a signature would impermissibly change Bowe's principle of operation, see, MPEP 2143.01, and render Bowe unsatisfactory for its intended purpose, see *id.* One of ordinary skill would not have had reason to modify Bowe with Cooper.

Claim 10, 20, 29, 32 and 36 are patentable for the reasons claim 1 is patentable.

The dependent claims are patentable because they depend from one of the independent claims.

Applicants' Attorney submits that the claims are in a condition for allowance. Applicants' Attorney respectfully requests a notice to that effect. Applicants' Attorney also invites a telephone conference if the Examiner believes that it will advance the prosecution of this application.

Please charge any additional fees or credit any overpayments as a result of the filing of this paper to our Deposit Account No. 02-3978.

Respectfully submitted,

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Date: December 9, 2008

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